

COLLECTIVE BARGAINING AGREEMENT
between
STATE OF MONTANA
and
MONTANA ASSOCIATION OF FISH AND WILDLIFE
BIOLOGISTS
MEA-MFT, AFT, AFL-CIO Local 4687
2013 - 2015

COLLECTIVE BARGAINING AGREEMENT
between the
STATE OF MONTANA
AND THE
MONTANA ASSOCIATION OF FISH AND WILDLIFE BIOLOGISTS

TABLE OF CONTENTS

ARTICLE I. RECOGNITION	3
ARTICLE II. ASSOCIATION RIGHTS.....	3
ARTICLE III. MANAGEMENT RIGHTS.....	5
ARTICLE IV. NON-DISCRIMINATION.....	6
ARTICLE V. PAY AND HOURS.....	6
ARTICLE VI. PERSONNEL RECORDS AND EVALUATIONS.....	7
ARTICLE VII. HOLIDAYS	8
ARTICLE VIII. NOTIFICATION	9
ARTICLE IX. LEAVES	9
ARTICLE X. JOB SECURITY	11
ARTICLE XI. JOB DESCRIPTIONS AND HIRING	11
ARTICLE XII. ASSOCIATION-MANAGEMENT RELATIONS COMMITTEE	12
ARTICLE XIII. GRIEVANCE AND ARBITRATION.....	12
ARTICLE XIV. SEVERABILITY	15
ARTICLE XV. ENTIRE AGREEMENT	15
ARTICLE XVI. TERM OF AGREEMENT	15
MEMORANDUM OF UNDERSTANDING.....	17
MEMORANDUM OF AGREEMENT	17

COLLECTIVE BARGAINING AGREEMENT
between the
STATE OF MONTANA
and the
MONTANA ASSOCIATION OF FISH AND WILDLIFE BIOLOGISTS

THIS AGREEMENT is made and entered into this 1st day of July 2013, between the State of Montana, by and through the Department of Fish, Wildlife and Parks, hereinafter referred to as the "Employer," and the Montana Association of Fish and Wildlife Biologists, hereinafter referred to as the "Association."

It is the intent and purpose of this Agreement to assure sound and mutually beneficial working relationships between the Employer, its employees, and the Association; to provide an orderly and peaceful means of resolving employee grievances; and to set forth an agreement between the parties concerning the terms and conditions of employment for the employees covered hereunder.

ARTICLE I.
RECOGNITION

The Employer recognizes the Association as the sole and exclusive representative of all Fish and Wildlife Biologists, excluding supervisors, management officials and other employees exempted under statute or covered by other collective bargaining agreements.

ARTICLE II.
ASSOCIATION RIGHTS

Section 1. The Association shall designate a slate of Association officers and representatives who may act as official spokespersons for the Association on any matter, with such designation to be made in writing, and it shall further specify the effective time period for the designation of such officers and representatives. A copy will be provided to the Employer.

Section 2. Association officers and representatives will be permitted to visit with bargaining unit members concerning application of terms and conditions of this Agreement during work hours.

Section 3. The above-mentioned Association officers and representatives shall be recognized by the Employer as having the authority to report irregularities in interpretation or application of this Agreement to Employer and to make contact with Employer representatives for the purpose of adjustment of grievances. Any such officer or representative shall not be discriminated against for discharging any such Association responsibility. No bargaining unit member shall be discharged or discriminated against for their Association involvement. No bargaining unit member

eligible to serve on any Employer designated committees shall be discontinued or discriminated against for their Association involvement and membership.

Section 4. Each employee covered by this Agreement shall have the right to have a representative of the Association present when disciplinary action or discharge is initiated.

Section 5. The Employer agrees to pay any Association officer and/or representative involved in the investigation and adjustment of any written grievance, up to eight hours of paid time for such investigation, and further agrees to pay full salary to any employee whose presence is required for any arbitration proceeding.

Section 6. With the prior written approval of the affected employee, Association officers and/or representatives have the right to inspect an employee's personnel file in the event of any dispute regarding any matter whatsoever between the Association and the Employer concerning the employee's job rights and entitlements under this Contract.

Section 7. The Employer shall inform the Association of any impending changes in the composition of the bargaining unit, including, but not limited to, the following:

- a. any known official proposal pertaining to anticipated changes in the classification of any bargaining unit member; and
- b. a monthly listing of the names and positions of all new hires and terminations within the bargaining unit.

Section 8. The Association shall be permitted to use the Employer's facilities for Association meetings, providing such meeting dates and times do not conflict with other uses previously scheduled by the Employer.

Section 9. The Association shall have the right to appoint one member to the Employer's policy committee. That member shall have the right to participate as any other member of that committee and will be allowed paid time to attend the meetings.

Section 10. The Association will be provided a copy of the current Department policies and procedures manual and will be advised whenever changes in policy are being considered, leaving a reasonable amount of time for comment and discussion.

Section 11. Representation Fee (grandfathered): Union Dues

Upon written authorization from a member of the bargaining unit, the employer shall deduct from the pay of that employee the monthly amount of dues as certified by the secretary of the union and shall deliver those dues to the treasurer of the union. It is understood that the union has an annual "window period" during which employees may revoke the aforementioned written payroll deduction dues authorization. In situations where net pay after taxes and other deductions is not enough to fund dues deductions,

no deduction will be taken. In order for a deduction to be deducted for a given month, the employer's business manager must receive the authorization form no later than the last day of the previous month.

Representation Fee

For employees hired on or after March 8, 2008 who elect not to pay full union dues, as may be permitted by Section 39-31-401 MCA, the employer will deduct a representation fee from the pay of each newly hired member of the bargaining unit following that employee's second payroll. The union shall determine the amount of the representation fee to be deducted and inform the employer accordingly. Any dispute as to the amount, propriety, or use of this representation fee shall be strictly between the employee and the union. The grievance procedure contained within this agreement shall not be used to address any dispute regarding representation fee. In situations where net pay after taxes and other deductions is not enough to fund representation fee deductions, no deduction will be taken. The union shall defend and hold the employer harmless in any action regarding the legality or propriety of the representation fee or its deduction from employees' pay.

A Union representative will meet with each new employee and provide information on Union membership and representation fees.

ARTICLE III. MANAGEMENT RIGHTS

(In compliance with State statute 39-31-303, MCA)

The Association shall recognize the prerogatives of the agency to manage, direct, and control its business in all particulars, in such areas as, but not limited to:

- a. direct employees;
- b. hire, promote, transfer, assign, and retain employees;
- c. relieve employees from duties because of lack of work or funds or under conditions where continuation of such work would be inefficient and nonproductive;
- d. maintain the efficiency of government operations;
- e. determine the methods, means, job classifications, and personnel by which the agency operations are to be conducted;
- f. take whatever actions may be necessary to carry out the missions of the agency in situations of emergency;
- g. establish the methods and processes by which work is performed.

Such rights are retained by the Employer unless such rights are specifically relinquished in this Agreement.

ARTICLE IV. NON-DISCRIMINATION

Section 1. The Employer and the Association affirm their joint opposition to any discriminatory practices in connection with employment, promotion, or training; and they jointly agree that all bargaining unit members have the right to be free from discrimination because of race, creed, religion, color, sex, physical or mental handicap, or national origin.

Section 2. In accordance with the provisions of the Governmental Code of Fair Practices, the Employer shall recruit, appoint, assign, train, evaluate, and promote its employees on the basis of merit and qualifications, without regard to race, color, religious creed, political ideas, sex, age, marital status, physical or mental handicap, national origin and ancestry.

ARTICLE V. PAY AND HOURS

Section 1. Pay for the employees covered by this Agreement shall be in accordance with the statutory Broadband Pay Plan authority at the level described by the employees' classification. Nothing in this Agreement shall preclude any employee's rights to appeal their classification.

Section 2. It is understood by the parties that bargaining unit positions will be paid overtime pay or compensatory time in accordance with the state law. The determination as to whether the position receives overtime pay or compensatory time will be made by the Employer on a case-by-case basis.

Section 3. Any authorized holiday leave, sick leave, annual leave, or compensatory time off shall constitute time worked for purposes of computing compensatory time credits earned under this Article.

Section 4. The parties agree that nothing in this Agreement shall be construed as a guarantee or limitation of the number of hours to be worked per day, days per week, or any other period of time except as may be specifically provided in this Agreement. The Department shall give the Association advance notice of at least 15 working days before implementation and an opportunity to comment upon any layoff or reduction of hours.

Section 5. Compensatory time to be credited on a one hour earned for one hour worked basis for time worked in excess of 40 hours during a one week pay period. The employer and employee shall arrange for the taking of such comp time by mutual agreement.

Section 6. An employee required to fly as a condition of employment shall have the right to refuse to participate in hazardous low level flights if the employee has a reasonable belief that the weather conditions, condition of the aircraft, or pilot ability present an imminent danger to his/her safety.

When an employee has a reasonable belief that the unsafe conditions described above exist, he/she must immediately report such conditions to his/her immediate supervisor, or, if not available, to another supervisory or managerial employee. Any disagreements as to unsafe conditions may be subjected to the grievance and arbitration procedure at any step.

Section 7. The department shall make available each year of the biennium, up to \$5,000 for mutually agreeable professional resource issue journals. If in electronic form, biologists will be notified annually as to what resource issue journals are available and how to access them.

Section 8. In cases where the employer requires an employee to work out of an office located in the employee's primary residence, rather than office space provided by the employer, the employer will provide an additional \$150 per month to defray office expenses including, but not limited to, home office space, utilities, internet, messaging service, post office box and equipment storage. To be eligible to receive compensation, the employee's home office must be adequate and acceptable to the employer. The employer agrees to provide a cell phone for business use and agrees to pay the cost of the cell phone service. In the event that the home office does not have adequate cell coverage, the department, at its discretion may provide a home office business phone and phone line, to include local and long distance work-related calling. The employer agrees to maintain status quo telephone service for those employees who, prior to July 1, 2011 were provided a home phone and cell phone.

ARTICLE VI. PERSONNEL RECORDS AND EVALUATIONS

Section 1. Any written material which is placed in the employee's personnel file which deals with their job performance, including evaluations or items of an adverse nature, including written warnings, suspensions, etc., shall be maintained in one central location, and each such adverse item shall bear the signatures of both the supervisor initiating the action and the employee. An employee shall have the opportunity within 10 working days of receipt of the material to attach to such written material any written response, which response must be made a part of said personnel record. All employees shall have unhindered access to their personnel records.

Records of an adverse nature (including letters of caution, warnings, consultation, admonishment, and reprimands) shall be considered temporary contents of the personnel file of an employee and shall be destroyed no later than 24 months after they have been placed in the file unless such items can be used in support of disciplinary

action arising from more recent employee action or behavior patterns or is applicable to pending legal or quasi-legal proceedings. Records related to egregious actions (i.e. theft, violence, abuse of trust) or ethics violations (as outlined in MCA) will not be removed from the personnel file.

An employee that believes material in their personnel file is incorrect shall have the right to appeal for its removal through the grievance procedure. The employee must request in writing to have the information removed.

Section 2. The employee's immediate supervisor shall discuss any evaluation with the employee, and after the evaluation has been discussed, both the supervisor and the employee shall sign the evaluation to indicate that discussion has occurred. If the employee disagrees with the evaluation in any particular way, the employee may, within 10 working days of the evaluation, submit written comments dissenting from any evaluation rating and a statement of reasons for the dissent, which material shall be attached to the evaluation form and placed in the personnel file, where it will become part of the permanent record.

ARTICLE VII. HOLIDAYS

Section 1. For pay purposes, the following days shall be recognized as holidays for bargaining unit employees:

New Year's Day	January 1
Martin Luther King Jr. Day	3rd Monday in January
Washington & Lincoln's Birthday	3rd Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	1st Monday in September
Columbus Day	2nd Monday in October
Veterans' Day	November 11
Thanksgiving Day	4th Thursday in November
Christmas Day	December 25
General Election Day	In Even-numbered Years

Section 2. The holidays listed above shall be granted at the regular rate of pay to all eligible employees. To be eligible for holiday pay, an employee must be on pay status on the last scheduled working day immediately before the holiday or on the first regularly scheduled working day immediately after the holiday.

Section 3. When an employee is required by the Employer to work on a holiday listed above, such employee will be entitled to compensatory time at a rate equal to the number of hours worked.

ARTICLE VIII. NOTIFICATION

Section 1. The Department shall give the Association an advance notice of at least 20 working days and an opportunity to comment upon any proposed layoff of any permanent employee, including a list of the names and addresses of any employees potentially affected.

Section 2. Contract employees will be notified in writing of the duration of the contract upon initial hire or upon commencement of the contract project.

Section 3. The Department shall provide, upon publication, one copy to the Association and one copy to each Department of Fish, Wildlife, and Parks Regional Office an up-to-date policy manual containing the Department's rules, regulations, and any policies on employment-related matters. The Association and each Department of Fish, Wildlife, and Parks Regional Office shall be notified of any change or addition to personnel rules, regulations, and policies issued by the Department of Administration and Fish, Wildlife and Parks sufficiently in advance to allow discussion and time to comment.

Section 4. After an applicant for a bargaining unit position accepts a job offer from the Employer, the Employer will notify the Association in writing of the employee's name, position title, work location, hourly wage, and a brief explanation of how the Employer determined the wage amount (if different from the current standard base entry rate).

ARTICLE IX. LEAVES

Section 1. Jury and Witness Duty. Employees summoned to serve as jurors or witnesses shall be granted leave in accordance with Section 2-18-619, MCA

Section 2. Sick Leave. Employees shall be granted sick leave in accordance with Section 2-18-618, MCA, and also in accordance with the following additions:

- a. An employee who is ill and has exhausted his sick leave credits may then utilize his accrued annual compensatory time and accrued annual vacation leave credits. If an employee has exhausted all accrued leaves as a result of an extended illness, the Employer may permit the employee, after mutual agreement, to be placed on leave without pay status for up to nine months; this status may be renewed thereafter by mutual agreement.
- b. The employee may exercise his option under the provisions of the State Sick Leave Bank, if applicable.

Section 3. Annual Leave.

- a. The Employer shall grant annual leave to employees in accordance with Section

2-18-611 and 2-18-612, MCA. It is understood and agreed that an employee may take annual leave, with prior Employer approval, at the employee's individual discretion, so long as the use of such annual leave does not cause an undue burden upon the Employer's business operations.

- b. Previously approved periods of annual leave may be revoked due to emergency needs of the Employer.

Section 4. Leave Without Pay. The employee may request to be placed on leave without pay status for up to a period of nine months, under mutual agreement with the Employer, if the employee has used all accrued compensatory time and annual leave. This request shall not constitute a break in service and will not interrupt the longevity status of the employee.

Section 5. Military Leave. Military leave shall be granted in accordance with Section 10-1-604, MCA.

Section 6. Maternity Leave and Adoption Leave. Employees eligible to be granted leave under the Montana Maternity Leave Act shall be granted that leave in accordance with Section 49-2-310 and Section 49-2-311, MCA. In addition, the Employer agrees to allow similar leave benefits for employees who adopt an infant child or children. In addition, the Employer will grant parental leave in accordance with state law.

Section 7. Work Exchange. The Employer may consider on a case-by-case basis the request by interested employees to exchange work and responsibilities. This work exchange program would implement a change in job responsibilities unique to the respective employee's area of employment. This exchange would be for a minimum of one year duration and would not constitute any interruption of employee payroll or longevity status. The positions identified for exchange must be from within the bargaining unit. The employees agree to pay any and all travel and relocation expenses. The Employer retains the right to terminate the exchange at any time for business reasons.

Section 8. In-Service Training. The Employer is encouraged to pursue development of a training program tailored to meet the needs of the employees of the Wildlife and Fisheries Division. To that end, the resources of the State of Montana University System, private industry, and other governmental agencies may be utilized.

Subsection 1. Divisions. Administrator of the Fisheries and Wildlife Division will appoint, in consultation with the Association Chairperson, at least one Bargaining Unit representative as a member of standing Committees formed for the purpose of evaluating training needs and opportunities.

Subsection 2. The Employer and the Association encourage their employees/members to participate in professional organizations.

Subsection 3. The Employer agrees to pay all per diem, travel, and related expenses for Employer approved training.

Section 9. Educational Leave. The Employer and the Association agree that job-related education and professional development for employees covered hereunder is in the best interest of the Employer and the individual employee. To that end, the Employer agrees to consider for approval any request by an employee for such educational leave. The Employer will provide on an annual basis a report to the Association listing the names of those persons making requests and the disposition of such requests.

ARTICLE X. JOB SECURITY

Section 1. Probationary Period. A probationary period shall be utilized for the evaluation of a new employee. The probationary period shall be for one year. If the Employer determines at any time during the probationary period that the services of the probationary employee are unsatisfactory, the employee may be separated upon written notice from the Employer. Any such termination shall not be subject to the grievance procedure provided for hereunder.

Section 2. Discipline and Dismissal. The Employer may discipline or dismiss any employee who has completed his/her probationary period only for just cause. Upon such discipline or dismissal, the Employer shall furnish the employee with a statement in writing of all of the grounds and the specific reasons for the discipline or dismissal. Any employee who has completed his/her probationary period may appeal any discipline or dismissal through the grievance procedure.

ARTICLE XI. JOB DESCRIPTIONS AND HIRING

Section 1. For any bargaining unit position being reviewed by the Department, the Employer agrees to notify the incumbent of the position of the review and solicit comments from the employee concerning the duties and responsibilities of the position.

Section 2. The Employer agrees to notify all bargaining unit members of any positions for which the employee would qualify as a lateral or promotion within the Department, at least 10 working days before the application deadline. The notice shall state where the interested employee is to make application and the cut-off date for application submittals. This provision does not apply to temporary positions of 12 months or less duration.

Section 3. Applicants will be notified in writing when they have been dropped out of the selection process. After the position has been successfully filled, all unsuccessful finalists will be notified in writing and concurrently in a timely manner as to who has been selected to fill the vacant position.

Section 4. When filling vacant bargaining unit positions, the employer agrees to utilize a competitive hiring process.

ARTICLE XII. ASSOCIATION-MANAGEMENT RELATIONS COMMITTEE

Section 1. The Employer and the Association agree to the establishment of an Association-Management Relations Committee. The sole purpose of the Committee shall be to discuss items of concern to either party and to improve communications between the Employer and members of the bargaining unit. Nothing said by either party at these meetings shall be considered as binding upon the party as far as the collective bargaining process is concerned, in that the meetings are intended to be simply an opportunity to express mutual concerns.

Section 2. The Committee shall not be used to replace the grievance procedure, nor shall the Committee's actions be used to add to, detract from, or otherwise modify the terms of this Agreement.

Section 3. The Committee shall meet at a mutually agreed date, place and time. Sufficiently in advance of the agreed meeting date, each party shall provide the other with a summary of the items which it wishes to discuss. If any items are unacceptable to either party, notice of such unacceptability shall be given sufficiently in advance to avoid unnecessary travel and the items will not be discussed.

Section 4. In order to foster positive and productive labor-management relations, as well as increase communication between the parties, the Employer agrees to allow paid release time, plus mileage and per diem, for up to four Association representatives to attend up to: two Association-Management Relations Committee meetings per year; two contract negotiation sessions per biennium, and; three continuing education meetings per year as governed by the 1999 Continuing Education Memorandum of Understanding. The appropriate length of each meeting shall be determined mutually by the parties.

Section 5. Management and the Union agree to discuss a pay progression plan and matrix in the LMC meetings.

ARTICLE XIII. GRIEVANCE AND ARBITRATION

Having a desire to create and maintain labor relations harmony between them, the parties hereto agree that they will promptly attempt to adjust all complaints, disputes, controversies, or other grievances arising between them involving questions or interpretations or applications of terms and provisions of this Agreement or any other controversy or dispute having occasion to arise between the parties.

If differences or disputes of any kind arise between the Association or the employees covered herein and the Employer, the Association or the aggrieved employee or employees, as the case may be, shall use the following procedure as the means of settling said difference, dispute or controversy:

- Step 1: Any grievance, controversy or dispute relative to this Agreement shall first be taken up with the employee or employees and his/her immediate supervisor, within 10 working days of such grievance. The supervisor shall have 10 days to respond.
- Step 2: If such controversy or dispute cannot be adjusted in this manner, it shall be presented to the Regional Supervisor or Bureau Chief in writing, within 10 working days of Step 1. The Supervisor shall have 10 days to respond.
- Step 3: If no settlement can be reached at Step 2, it shall be presented in writing to the director, or his/her designee, within 10 working days of Step 2, who shall then have 15 days from the date of receipt to reply.
- Step 4: If the aggrieved employee is still dissatisfied he/she may request binding arbitration.

RULES OF GRIEVANCE PROCESSING

It is agreed:

- a. The employee must submit a grievance to his/her immediate supervisor (Step 1) within 10 working days after the employee knows or should have known of the incident which gave rise to the grievance.
- b. The time limits at any stage of the grievance procedure may be extended by written mutual agreement of the parties involved at that step.
- c. A grievance presented at Step 2 and above shall be dated and signed by the aggrieved employee presenting it. A decision rendered shall be written to the aggrieved employee and shall be dated and signed by the Employer's Representative at that Step.
- d. A grievance not advanced by the employee to the next higher step within the time limit provided shall be deemed permanently withdrawn and as having been settled on the basis of the decision most recently given.
- e. In computing time limits under this article, regularly scheduled days off shall not be counted.
- f. When the grievance is presented in writing there shall be set forth all of the following:

1. A complete statement of the grievance and facts upon which it is based.
 2. The rights of the individual claimed to have been violated; and the remedy or correction requested.
- g. Those employees desiring to use the alternative procedure through the Board of Personnel Appeals shall not be allowed to pursue the same complaint under the provisions of this contractual procedure.

ARBITRATION

- a. Should the aggrieved employee or employees and the Association consider the decision of the Director to be unsatisfactory, the Association shall, within 10 days of receipt of such decision, notify the Director, in writing, of its intention to have such grievance referred to arbitration.
- b. In the event of a job classification related grievance, the grievance shall be submitted to the Board of Personnel Appeals for final resolution.
- c. Where question arises as to whether the matter falls under the jurisdiction of the Board or should be referred to arbitration the matter shall be referred to the Board for decision.
- d. Thereupon in all events, within 10 days after such written notice of intention is delivered to the Director, the Association and the Director shall call on the Federal Mediation and Conciliation Service to provide a list of five persons from either the American Arbitration Association or the National Academy of Arbitrators.
- e. Each party shall be entitled to strike two names from the list in alternate order and the name so remaining shall be the arbitrator. The arbitrator shall consider the grievance within 15 days of selection and shall render a decision within 15 days of the hearing, and that decision shall be final and binding.
- f. The losing party shall pay in total the cost of the impartial arbitrator. In the event one of the parties wants transcripts from the proceedings of the arbitration, the party requesting the transcripts shall pay all costs. If each party requests transcripts, they shall equally share the cost.
- g. During the processing of any matter under this or the preceding steps, the Association agrees not to strike, render unfair reports, or cause slow down, and the Employer agrees not to lock out employees represented by the union.
- h. The employee may request the Association to act as his/her representative or to assist in any way desired in following the recourses of the grievance procedure and shall so notify the Employer.

- i. Any failure or refusal to abide by the terms of this grievance or arbitration procedure shall constitute a waiver by the party who breaches the Agreement, of the rights and constraints created by the above grievance and arbitration clause.
- j. No arbitrator shall have the power to add to, detract from, or modify the terms of this Agreement.

ARTICLE XIV. SEVERABILITY

In the event that any provision of this Agreement shall be declared invalid at any time or unenforceable by any court of competent jurisdiction, by any Montana or Federal legislative enactment, such decision shall not invalidate the entire Agreement, it being the expressed intention of the parties hereto that all other provisions and sections hereof not declared invalid or unenforceable shall remain in full force and effect.

ARTICLE XV ENTIRE AGREEMENT

Section 1. It is understood and agreed that this Collective Bargaining Agreement contains all the agreements of the parties and that the same may be amended or altered only by agreement in writing signed by the parties.

Section 2. The Employer and the Association agree that all matters desired by either party have been presented, discussed, and incorporated herein or rejected. Accordingly, except to the extent expressly stated to the contrary above, it is agreed that for the life of this Agreement each party voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter, whether or not referred to in this Agreement. This Article shall not be construed in any way to restrict parties from commencing negotiations under the applicable law on any succeeding agreement to take effect upon termination of this Agreement.


ARTICLE XVI. TERM OF AGREEMENT

THIS AGREEMENT shall be effective as of the 1st day of July, 2013, and shall remain in full force and effect through the 30th day of June, 2015. If one of the parties to this Agreement desires to modify the terms hereof, it shall give the other party written notice of its intent to do so. In such case, the parties agree to give written notice not sooner than 120 days and no less than 60 days prior to the expiration date hereof, and they further agree to meet not later than 60 days prior to the expiration date of this Agreement to renegotiate the terms and provisions hereof. It is also agreed between the parties that they will meet to reopen negotiations in sufficient time to permit

adequate negotiations on economic matters in connection with the preparation of an executive budget for each biennium. The Association shall have the right to engage in concerted activity after December 31, 2014, for matters pertaining to wages and economic benefits.

THIS AGREEMENT is executed this 13 day of January 2014

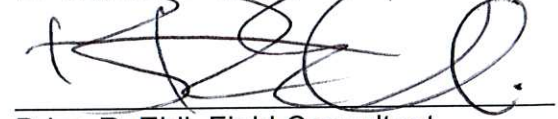
FOR: STATE OF MONTANA



State Office of Labor Relations

M. Jeff Hagener, Director
Department of Fish, Wildlife and Parks

FOR: MONTANA ASSOCIATION OF
FISH AND WILDLIFE BIOLOGISTS,
~~MFSE, MEA/MFT, AFT, AFL-CIO~~



Brian R. Ehli, Field Consultant
MEA-MFT

Brent Lonner, MAFWB Chairman

MEMORANDUM OF UNDERSTANDING
between the
State of Montana,
Department of Fish, Wildlife and Parks
and the
Montana Association of Fish and Wildlife Biologists

COMPENSATION

The parties agree to the following terms and conditions concerning pay in the Fiscal Year 2013-2015 biennium:

1. Wages

By the pay period that includes November 15, 2014, base pay for Biologist shall be as follows:

Band 6:

Biologist I – 84% (\$23.219)

Biologist II – 86% (\$23.772)

Biologist III – 88% (\$24.325)

Biologist IV – 90% (\$24.877)

Band 7:

Biologist – (\$28.760)

All employees covered by this collective bargaining agreement shall receive a 3% across-the-board pay increase effective in the pay period that includes July 1, 2013 and a 5% across-the-board pay increase effective in the pay period that includes November 15, 2014. Said increases shall be on the employee's base pay.

Further, in accordance with Section 2-18-303(a), these adjustments will not be provided to employees until the State receives written notice that the employee's collective bargaining unit has ratified the agreement. If that notice is received after the effective date of the pay adjustment, the adjustment will be paid retroactively.

All employees covered by the collective bargaining agreement between the parties shall be brought up to a target wage equivalent to a range from 84% to 90% of the market midpoint for Band 6 Biologist (and \$28.760 for Band 7) by the pay period that includes November 15, 2014. To accomplish this, the Employer will calculate what each employee's wage rate would be after they would receive the negotiated 3% increase on the pay period that includes July 1, 2013 and the negotiated 5% increase on the pay period that includes November 15, 2014.

Any employee whose wage rate would be below their target after those increases would receive a Broadband Pay Plan adjustment. This Broadband Pay Plan adjustment will be made prior to the implementation of the 5% negotiated increase and would be calculated so that the additional 5% negotiated increase would bring them to their target. As part of the negotiated settlement of the 2013-2015 collective bargaining agreement, the parties agree to implement the Broadband Pay Plan adjustment effective on the first pay period following ratification of this agreement. Any employee whose base pay after the 3% and 5% increases places them at or above the target rate will not receive a Broadband Pay adjustment.

2. State share toward the health insurance premium.

The State of Montana agrees to increase the employer's share of the individual health insurance contribution by 10% (\$73/month) effective January 1, 2014 and an additional 10% (\$81/month) effective January 1, 2015. The State further agrees that the employee's share of individual health insurance contributions shall not be increased during the life of this agreement.

3. Reduction in force or layoff

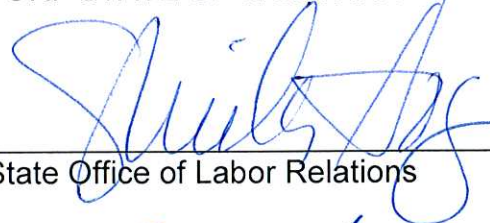
If Fish, Wildlife and Parks intend to lay off more than 25 permanent full time employees in the bargaining unit, the parties agree to meet to discuss how layoffs will be implemented and explore the incentives for retirement eligible employees.

4. Reopener

Should Section 2-18-303 MCA be amended to permit wage increases, the parties agree to negotiate the application of that amendment.

This memorandum is executed this 13 day of January, 2014

FOR: STATE OF MONTANA



State Office of Labor Relations



M. Jeff Hagener, Director
Department of Fish, Wildlife and Parks

FOR: MONTANA ASSOCIATION OF
FISH AND WILDLIFE BIOLOGISTS,
MFSE, MEA/MFT, AFT, AFL-CIO



Brian R. Ehli, Field Consultant
MEA-MFT



Brent Lonner, MAFWB Chairman

MEMORANDUM OF AGREEMENT
between the
Department of Fish, Wildlife and Parks
and the
Montana Association of Fish and Wildlife Biologists

Equivalency Standards for Fish and Wildlife Biologist Recruitments

The equivalency standards described below shall be used for biologist recruitment efforts as of the effective date of this Agreement. Prior to any revisions to these equivalency standards, management shall meet and confer with biologist Association representatives in effort to reach agreement before changes are implemented. The Association agrees to withdraw the hiring grievance that was in the arbitration phase at the time this Agreement was reached.

Issue: Current boilerplate language required by the Department of Administration in job announcements for a fish and wildlife biologist positions contains the language “master’s degree or equivalent experience”. Equivalent experience has never been defined.

Objective: Provide a consistent set of criteria against which to measure the work experience of a candidate who lacks a master’s degree and is applying for a fish or wildlife biologist position with FWP. The elements listed below represent the foundation of a field-oriented master’s degree in fish or wildlife management (or related fields), and are intended to be a rigorous template for evaluation of work experience.

Goal: To hire the most competent and well-qualified people for FWP biologist positions, and to provide a consistent approach in the evaluation of potential candidates.

Procedure: Insert the following language in all FWP biologist position job announcements and associated job profiles where appropriate. If a candidate lacks a master’s degree, they would need to provide a supplemental response in their application that indicates their experience level relative to each point. This information will be used during the initial screening of the application in order to evaluate their qualifications and the desirability of moving the candidate forward in the recruitment process.

Equivalent experience is defined as five (5) years of progressively responsible experience as a wildlife biologist or senior wildlife technician that includes:

1. Literature review and development of a problem statement and or hypothesis for a particular issue.
2. Development of a detailed study plan or sampling protocol for a field-oriented project based on the above-noted hypothesis.

3. Data collection and the effective management of data with an appropriate application.
4. Interpretation and analysis of data, including a quantitative assessment of that information.
5. As primary author, completion of one or more publications comparable to those found in reviewed journals.
6. If appropriate to the project, formulation of any recommended changes in management prescriptions and or actions.
7. Oral presentation on results of investigation to agency staff and public audience.

This memorandum is executed this 13 day of January, 2014

FOR: STATE OF MONTANA


State Office of Labor Relations


M. Jeff Hagener, Director
Department of Fish, Wildlife and Parks

FOR: MONTANA ASSOCIATION OF
FISH AND WILDLIFE BIOLOGISTS,
MFSE, MEA/MFT, AFT, AFL-CIO


Brian R. Ehli, Field Consultant
MEA-MFT


Brent Lonner, MAFWB Chairman